

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

**BOARDS OF TRUSTEES OF THE  
OHIO LABORERS BENEFITS,**

**Plaintiff,**

**vs.**

**Case No. 2:20-cv-4695  
Chief Judge Algenon L. Marbley  
Magistrate Judge Elizabeth P. Deavers**

**ATLAS GENERAL  
CONSTRUCTION LLC,**

**Defendant.**

**ORDER**

This matter is before the Court for consideration of the Motion for Default Judgment. (ECF No. 12.) The docket reflects that Defendant Atlas General Construction LLC (“Atlas”) was properly served on October 22, 2020 but has failed to plead or otherwise defend this action. (ECF Nos. 8, 9.) Plaintiff applied to the Clerk for entry of default (ECF No. 8) and the Clerk entered default pursuant to Federal Rule of Civil Procedure 55(a) on January 6, 2021. (ECF No. 10). For the reasons that follow, Plaintiff’s Motion for Default Judgment (ECF No. 12) is **GRANTED.**

Here, Plaintiff has established that Defendant Atlas has entered into various agreements, which obligate Atlas to file monthly contribution reports, permit audits of its financial records, and make hourly contributions, and also authorize Plaintiff to conduct an audit of financial records, collect delinquent contributions, and assess and collect liquidated damages and interest for failure to remit required contributions and deductions. (ECF No. 12 (citing ECF No. 12-1 at PAGEID # 36, ¶¶ 10-11).) Plaintiff also has established that Defendant Atlas failed to make

required contributions in a timely manner on multiple occasions, totaling \$16,408.15, all of which remains due and owing. (*Id.* (citing ECF No. 12-1 at PAGEID # 37, ¶¶ 13, 15).)

Accordingly, Plaintiffs are entitled to liquidated damages, interest, and attorney fees on these unpaid contributions. 29 U.S.C. § 1132(g)(2); *Mich. Carpenters Council Health & Welfare Fund v. C.J. Rogers, Inc.*, 933 F.2d 376 (6th Cir. 1991). To this end, Plaintiff has established that delinquent contributions, liquidated damages, and interest are due from Defendant Atlas as follows: \$16,408.15 in delinquent contributions, \$1,640.81 in liquidated damages, \$2,688.46 in interest through May 26, 2021, plus attorney's fees and court costs as allowed by the Court. (*Id.* (citing ECF No. 12-1 at PAGEID ## 37-38, ¶¶ 13, 17, 18).)


Plaintiff seeks an award of attorney's fees in the amount of \$1,886.50, for 10.5 hours billed at the rate of \$350.00 per hour, and also seeks \$406.95 in costs. (ECF No. 12.) Plaintiff seeks only 51% of the lodestar award of \$3,675.00 (10.5 hours multiplied by \$350.00 per hour), and Plaintiff has provided support that the number of hours billed and the hourly rate charged are reasonable. (*Id.* (citing ECF No. 12-2 at PAGEID ## 40-41, ¶¶ 3-4).) The Court finds that under these circumstances, Plaintiff's attorney's fees are reasonable.

Plaintiff is therefore entitled to judgment in the amount of \$16,408.15 in delinquent contributions, \$1,640.81 in liquidated damages, \$2,688.46 in interest through May 26, 2021, \$1,886.50 in attorney's fees, and \$406.95 in costs, for a total of \$23,030.87, plus interest from the date of judgment at a rate of 1% as set forth in the underlying agreements to which Defendant Atlas is subject.

Accordingly, the Motion for Default Judgment, ECF No. 12, is **GRANTED**. The Clerk is **DIRECTED** to enter **JUDGMENT** against Atlas General Construction LLC. The Court **AWARDS** Plaintiff the sum of **\$23,030.87**, which constitutes \$16,408.15 in delinquent

contributions, \$1,640.81 in liquidated damages, \$2,688.46 in interest through May 26, 2021, \$1,886.50 in reasonable attorney's fees, and \$406.95 in costs, plus interest from the date of judgment at the rate of one percent (1%) per month.

**IT IS SO ORDERED.**

  
**ALGENON L. MARBLEY**  
**CHIEF UNITED STATES DISTRICT JUDGE**

**DATED: March 14, 2022**